

Endst. No. 141, dated the 30th January, 1987.

Forwarded (four copies), to the Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act.

A. S. CHALIA

Presiding Officer,  
Labour Court, Faridabad.

No. 9/3/87-6Lab/878.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Faridabad, in respect of the dispute between the workman and the management of M/s. (i) Major Singh Contractor, The Star Wire India, 21/4, Faridabad (ii) The Star Wire India Ltd., 21/4, Faridabad :—

IN THE COURT OF SHRI A. S. CHALIA, PRESIDING OFFICER, LABOUR COURT,  
FARIDABAD

Reference No. 335 of 1986

between

SHRI MAN PAL SINGH, WORKMAN AND THE RESPONDENT-MANAGEMENT OF  
M/S MAJOR SINGH CONTRACTOR, THE STARWIRE INDIA, 21/4, FARIDABAD  
(ii) THE STAR WIRE INDIA LTD., 21/4, FARIDABAD

*Present.*—

None for the workman.

K. P. Aggarwal, for the management.

#### AWARD

This reference under section 10 (1) (c) of Industrial Disputes Act, 1947 (Act No. 14 of 1947) as amended from time to time and latest by Act No. 49 of 1984 (hereinafter referred as the said Act) was made to this Court, by the State of Haryana (Department of Labour),—vide its endorsement No. ID/FD/69-86/34234—240, dated the 17th September, 1986, to adjudicate upon the dispute of service matter covered by Second Schedule under section 7 of the said Act, arisen between Shri Man Pal Singh, workman and the respondent-management of M/s (i) Major Singh Contractor of M/s The Star Wire Ltd., 21/4, Faridabad, (ii) M/s The Star Wire India Ltd., 21/4, Faridabad. Accordingly, it has been registered as reference No. 335 of 1986.

The workman has not turned up. From the side of respondent Shri K. P. Aggarwal is Present, It means that the workman is not interested in pursuing the reference and as such the same is hereby answered against him.

A. S. CHALIA,

Presiding Officer,  
Labour Court, Faridabad.

Dated the 28th January, 1987.

Endorsement No. 140, dated the 30th January, 1987

Forwarded (four copies), to the Commissioner and Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act.

A. S. CHALIA,

Presiding Officer,  
Labour Court, Faridabad.

The 29th January, 1987

No. 9/1/87-6Lab./183.—In pursuance of the Provision of Section 17 of the Industrial Disputes Act, 1947 Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding

Officer, Labour Court, Ambala in respect of the dispute between the Workman and the Management of M/s (i) The Director, Local Bodies, Haryana, Chandigarh, (ii) Administrator, M.C., Jind.

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,  
AMBALA

Ref. No. 42 of 1986.

SHRI SURESH KUMAR BANSAL, S/O SHRI ARJUN LAL BANSAL, H. NO. 434 NEAR HAPPY  
NARSARY SCHOOL, JIND AND THE MANAGEMENT OF THE MESSRS THE  
DIRECTOR, LOCAL BODIES, HARYANA, CHANDIGARH, (ii) ADMINISTRATOR,  
M.C., JIND.,

Present:

Shri K.R. Bansal, for workman,  
Shri D.K. Gupta, for respondent.

### AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—vide clause (C) of sub-section (i) of section 10 of Industrial Disputes Act, 1947 referred disputes between Shri Suresh Kumar Bansal and Messrs The Director, Local Bodies, Haryana, Chandigarh, etc. to this court. The term of the reference are as under:—

Whether termination of services of Shri Suresh Kumar Bansal is just and correct, if not to what relief is he entitled ?

Workman through his demand notice and statement of claim alleged that he joined service of respondent-management as a Land Officer on 5th January, 1984 on daily wages and worked up to 31st May, 1985. Thereafter, his services were terminated in violation of section 25(F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management contested the dispute and contended that the demand notice is bad because before serving the same no notice under section 52 of Haryana Municipality Act was given to the respondent. The reference is bad for non-joinder of necessary parties. Deputy Commissioner, Jind is the appointing authority of the workman but he has not been made party to this dispute. It was further contended that workman was appointed on daily wages for specific period. During the period of his employment his work was found unsatisfactory. He was found absent many times from his duties due to that fact his contract of service after 31st May, 1985 was not renewed by Deputy Commissioner, Jind. It was also contended that the workman was appointed purely on daily wages, so compliance of section 25(F) of Industrial Disputes Act, 1947 was not binding upon the respondent-management.

On the pleadings of the parties the following issue were framed:—

Issues:

(1) Whether termination order regarding services of workman is illegal and unjust, if so its affect?  
OPW

(2) Relief.

I have heard Shri K.R. Bansal, for the workman and Shri Mam Chand along with Shri D.K. Singh, Law Officer, for respondent-management and have perused the oral and documentary evidence placed on the file. My issuewise findings are as under :

Issue No. 1:

The respondent-management has taken two legal objections firstly, that notice under section 52 of Municipality Act was essential before serving the demand notice to the respondent-management. Non-compliance of the same is fatal on the part of the workman. This contention was not refuted by Shri K.R. Bansal, Authorised Representative of the workman. The mandatory provision of Haryana Municipal Committee Act under section 52 have to be complied with before suing the respondent-management. Non-compliance of the same goes against the workman.

Secondly, in the case in hand Deputy Commissioner, Jind was the appointing authority of the workman. He was necessary party, he should have been joined as a respondent-management. Non suing Deputy Commissioner, Jind by the workman also goes against him. The reference is bad for non-joinder of necessary parties.

Workman in support of his case examined himself as AW-1. He stated that he joined as a Land Officer services of the respondent-management i.e. M.C. Jind, on 5th January, 1984 on daily wages at the rate of Rs. 25 per day. He remained in the service of respondent up to 31st May, 1985. He stated that no appointment letter was issued to him. Before termination of his service, no notice no retrenchment compensation, no pay, in lieu of, notice period were paid to him. In cross-examination he admitted that he submitted an application for seeking employment to the respondent-management. Photostat copy of the same is Ex. M-1. He was appointed for specific period and thereafter on the expiry of that period he submitted similar applications. Photostat copies of the same are Ex. M-2 to M-5 on the basis of the same his term of service was extended from time to time. During this period he remained on leave but no leave, with wages was granted to him because he was working on daily wages. During this period he also remained sick and thus stayed away from his duty. He also admitted that for Saturday, Sunday and other holidays no wages were ever given to him, nor he made any objection for the same because he was employed on daily wages.

Shri Jassa Ram, Establishment Clerk appeared as MW-1. He also made similar statement that Shri Suresh Kumar was appointed as Land Officer purely on temporary basis on daily wages for 60 days in the beginning and thereafter again for 60 days and so on and after 31st January, 1985 his term of service was never extended because the work and conduct of the workman Shri Suresh Kumar was found most unsatisfactory.

In view of the above evidence most of the facts admitted one between the parties, firstly that the workman was appointed on daily wages on 5th January, 1984 for a fixed period. Thereafter, the service period of the workman was extended from time to time. After 31st May, 1985 his period of service was never renewed, nor extended. During this period i.e. from 5th January, 1984 to 31st May, 1985 workman remained away from his duty wilfully some time on account of urgency of his personal work and also for some days on account of his illness.

The workman has challenged the respondent-management that his services were terminated illegally in contravention of section 25(F) of the Industrial Disputes Act. In these circumstances it was incumbent upon the workman to establish that he served the respondent-management more than 240 days but there is not such evidence on the file unless or until it is established that the workman served respondent-management 240 days in the absence of the same compliance of section 25(F) of Industrial Disputes Act is not essential.

The last service period of the workman expired on 31st May, 1985 thereafter his service period further neither extended nor renewed, so in fact it is an termination in view of section 2(o) (bb) the newly inserted enactment in August, 1984. So in these circumstances the compliance of section 25(F) of Industrial Disputes Act was not at all essential for the respondent-management.

In view of my above discussion it has become clear that the workman was employed on daily wages for specific period from time to time as per the admission of the workman himself and his service contract came to an end on 31st May, 1985. Further service contract was never renewed nor extended, so there is no termination of services of workman on the part of respondent-management in view of section 2(o) (bb) as I have discussed above, so this issue is decided in the negative in other words, in favour of, management against the workman.

#### Issue No. 2:

For the fore going reasons on the basis of my issue wise findings I hold that there is no termination of services of the workman in fact his contract of service period automatically ended which was for a fixed period. It was never renewed, so I pass award regarding the controversy between the parties accordingly.

Dated 19th November, 1986.

V. P. CHAUDHARY,

Presiding Officer,  
Labour Court, Ambala.

Endst. No. 3221, dated 28th November, 1986.

Forwarded (Four Copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of Industrial Disputes, Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,  
Labour Court, Ambala.

KULWANT SINGH,

Secretary to Government, Haryana,  
Labour and Employment Department.